January 28, 2019

SUBJECT: REQUEST FOR PROPOSALS (RFP) FOR CONSULTANT SERVICES FOR PREPARATION OF A TRANSIT ORIENTED DEVELOPMENT (TOD) SPECIFIC PLAN FOR THE GOLD LINE EASTSIDE EXTENSION AT WASHINGTON AND ROSEMEAD BOULEVARDS

Dear Prospective Consultant:

The City of Pico Rivera Community and Economic Development Department is soliciting proposals from qualified firms with substantial Transit Oriented Development (TOD), Specific Plan, Economic Development, and Environmental Compliance experience to prepare the Washington and Rosemead Boulevards Gold Line Eastside Extension TOD Specific Plan and appropriate CEQA (California Environmental Quality Act) and NEPA (National Environmental Protection Act) documentation.

The City has received a grant from the Los Angeles County Metropolitan Transportation Authority (LACMTA) to develop and adopt a TOD Specific Plan within a half (½) mile radius of the light rail line alignment and light rail station within the vicinity of the intersection of Washington and Rosemead Boulevards for the proposed Gold Line Eastside Extension Phase 2. The light rail alignment would extend the existing Gold Line Eastside Extension from the existing Atlantic/Pomona station approximately 9.5 miles to Lambert Road in the City of Whittier and is estimated to generate approximately 19,900 daily boardings.

Consultants must submit a proposal indicating their knowledge and experience related to the service being sought and familiarity with this type of project. The consultant must be able to provide professional consulting services in accordance with LACMTA requirements.

Submit ten (10) copies of the proposal, and a PDF copy on flash drive, marked “RE: Professional Services – CONSULTANT SERVICES FOR LACMTA TOD PLANNING GRANT PROGRAM, ROUND 5” to:

City of Pico Rivera
City Hall
Office of the City Clerk
6615 Passons Boulevard
Pico Rivera, CA 90660-1016

Submission Deadline: March 4, 2019 at 4:00 p.m.
All proposals for consideration must be in possession of the City by the submission deadline. Postmark date from the U.S. Postal Service will not be considered. The proposal shall be signed by a duly authorized official of the Consultant. The City reserves the right to reject all proposals submitted and no representation is hereby made that any contract will be awarded pursuant to this RFP.

For any questions, please contact Christina Foulkes, Principal Planner, by phone at (562) 801-2163 or by email at cfoulkes@pico-rivera.org.

Sincerely,

Steve Carmona
Director of Community and Economic Development

SC:JG:CF
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## ATTACHMENTS:

- ATTACHMENT A – TENTATIVELY PROPOSED PROJECT AREA MAP
- ATTACHMENT B – SAMPLE PROFESSIONAL SERVICES AGREEMENT
- ATTACHMENT C – LACMTA TOD PLANNING GRANT PROGRAM GUIDELINES
INTRODUCTION

The City of Pico Rivera Community and Economic Development Department is issuing a Request for Proposals (RFP) for qualified firms with substantial Transit Oriented Development (TOD), Specific Plan, Economic Development, and Environmental Compliance experience to prepare the Washington and Rosemead Boulevards Gold Line Eastside Extension Transit Oriented Development (TOD) Specific Plan and appropriate CEQA (California Environmental Quality Act) and NEPA (National Environmental Protection Act) documentation.

The City has received a grant from the LACMTA to develop and adopt a TOD Specific Plan within a half (½) mile radius of the light rail line alignment and light rail station within the vicinity of the intersection of Washington and Rosemead Boulevards for the proposed Gold Line Eastside Extension Phase 2 – Washington Boulevard Light Rail Transit (LRT) Alternative alignment, and light rail transit station within the vicinity of the intersection of Washington and Rosemead Boulevards. The performance period for this grant is 36 months from the date of agreement execution with LACMTA. The agreement between LACMTA and the City of Pico Rivera was executed on August 23, 2018. The anticipated term of the project is from February 2019 to February 2021.

The Washington Boulevard Alternative would extend the existing Gold Line Eastside Transit Corridor from the existing Atlantic/Pomona station approximately 9.5 miles to Lambert Road in the City of Whittier. The Washington Boulevard LRT Alternative alignment is estimated to generate approximately 19,900 daily boardings with an estimated travel time of between 17 and 22 minutes from the Lambert Road terminus to the existing Atlantic/Pomona station.

BACKGROUND

The City of Pico Rivera is located within the southeastern portion of Los Angeles County, approximately 11 miles from downtown Los Angeles, situated on the eastern edge of the Los Angeles basin and the southern edge of the area known as the San Gabriel Valley. The City is bounded on the north by the Whittier Narrows Dam, on the south by the City of Downey, on the west by the Rio Hondo River and the City of Montebello, and on the east by the San Gabriel River, Santa Fe Springs and unincorporated West Whittier. Regional freeway access to the City is provided by Interstate 605 (San Gabriel River Freeway), Interstate 5 (Santa Ana Freeway) and Interstate 60 (Pomona Freeway).

Pico Rivera has continued to grow and develop since its incorporation in 1958. Subsequent annexations have increased the physical size of the community to just under 9 square miles. According to the 2010 Census, the City has a population of almost 63,000 people with a median household income of just under $56,000. Approximately 79% of the City’s housing units are single-family homes with 66% of homes owner-occupied.
PROJECT LOCATION

The tentatively proposed project area, reflected in Attachment A, encompasses a half (½) mile radius of the proposed light rail transit alignment and station location for the Gold Line Eastside Extension Phase 2 within Pico Rivera, specifically at or adjacent to the intersection of Washington and Rosemead Boulevards, in one of the City’s busiest business and commuter areas. The proposed project area stretches primarily along Washington Boulevard and along Rosemead and Paramount Boulevards, and includes an existing Specific Plan that encompasses the Pico Rivera Towne Center, referred to as the Rancho de Bartolo Specific Plan. The boundaries are flexible and the exact area the specific plan will encompass will be left to the consultant to determine during the specific plan process based on what best fit the needs of the City and surrounding development.

PROJECT BUDGET

The City was awarded $390,000 as part of Round 5 of LACMTA’s Transit Oriented Development Planning Grant Program. In addition, a local match of $50,000 for project management costs from the City’s Economic Development Sustainability Fund and $20,000 in “in-kind” planning / economic development staff time were included for a total project cost of $460,000 to develop and adopt the Specific Plan and any required General Plan and Zoning Ordinance amendments, the EIR and all related CEQA / NEPA documents.

PROJECT GOALS/SCOPE OF SERVICES

The City desires to prepare and adopt regulatory changes that advance transit-supportive development patterns by creating a new TOD Specific Plan, amending the General Plan and, as appropriate, the Zoning Code and the Rancho de Bartolo Specific Plan, and advancing the relevant Environmental Clearance.

The Washington and Rosemead Boulevards Gold Line Eastside Extension TOD Specific Plan should promote, encourage and support transit riders and the interface between public transportation and surrounding communities through planning efforts, such as urban design and land use planning. Ultimate goals of the proposed TOD Specific Plan will be determined through community and stakeholder input. It is anticipated that community feedback will be obtained through workshops, surveys and/or other community events which are intended to inform and encourage discussion to ensure that the proposed TOD Specific Plan expresses the vision, goals and ideas of the community as a whole.

GENERAL PLAN

On October 28, 2014, the City Council adopted a comprehensive General Plan Update. As part of the General Plan Update, the City Council certified a Final Environmental Impact

ZONING ORDINANCE

Title 18 of the Pico Rivera Municipal Code consists of the City’s Zoning Ordinance. The City’s Municipal Code may be found online at: http://qcode.us/codes/picorivera/. The Rancho de Bartolo Specific Plan is also provided through the link within Table C City of Pico Rivera Rancho de Bartolo Specific Plan Amendment (SP 400).

SCOPE OF SERVICES/TASK AND DELIVERABLES

The Scope of Services to be provided by the Consultant shall include, but not limited to, the elements listed below.

TASK 1 – PROJECT KICK-OFF AND EXISTING CONDITIONS ANALYSIS

   TASK 1.1 – Project Area Planning – Scoping/Kick-off Meeting

Staff and the consultant team will prepare for and organize an initial scoping/kick-off meeting with LACMTA staff and any additional appropriate City agencies. Activities to prepare for the meeting shall include:

   • Obtaining Maps, documents and related information;
   • Reviewing project objectives, scope of work, project scheduling-timeline;
   • Project management;
   • Identifying key project contacts;
   • Identifying potential stakeholder interviewees;
   • Public outreach strategies; and
   • Discussion of document and project format, organization and graphics.

Staff will then organize the kick-off meeting with the Consultant team, any additional appropriate City agencies and LACMTA. The purpose of the meeting will be to:

   • Refine work program objectives, tasks, products, and preliminary schedule;
   • Discuss recent or current studies, plans, or planning-related efforts by agencies and departments that may influence or support the work program and relevant LACMTA Plans and toolkits related to Transit-supportive development;
   • Discuss the roles and responsibilities that relevant City agencies and departments will play in achieving the objectives of the work program, including type and frequency of required coordination;
   • Establish a calendar for quarterly briefings of agencies and departments; and
   • Confirm appropriate contacts within each organization.
**Deliverables:** Pre-meeting lists of data needs, key project contacts, potential stakeholder interviewees, map of study areas/maps and illustrations for scoping/kick-off meeting, a table summarizing relevant planning documents, current planning efforts, and specific opportunities for coordination with other agencies and departments, and meeting agenda and minutes.

**TASK 1.2 – Existing Conditions Inventory/Analysis**

Using LACMTA’s Transit Supportive Planning Toolkit’s 10 Characteristics of Transit Supportive Places as the foundation, the Consultant shall evaluate the existing conditions of the Project Area and synthesize the assessment into a comprehensive report. As part of the existing conditions analysis, the Consultant will inventory and map existing land uses, circulation patterns, environmental features, and mobility amenities, and identify opportunities and constraints related to transit-oriented development. The Consultant will review applicable policy documents such as the General Plan, current zoning regulations, relevant specific plans, and other related studies of the area. The Consultant shall also identify opportunities and constraints to the Specific Plan boundaries, which may lead to a re-alignment, if necessary, and recommendation of any additional areas that need to be addressed as part of the TOD Specific Plan. The presence of each of the 10 Characteristics of Transit-Supportive Development shall be addressed in the analysis and report.

**Deliverables:** Draft and Final Comprehensive Existing Conditions report and associated maps.

**TASK 1.3 – Develop Outreach Plan**

The Consultant, in collaboration with Staff, shall develop a robust and innovative Outreach Plan that will establish a comprehensive and meaningful strategy for engaging community stakeholders in developing a shared vision for the plan area.

The Outreach Plan shall identify stakeholders (community groups, residents, business owners, transit users, and other stakeholders as appropriate). The Outreach Plan will outline the methods by which stakeholders will be informed about and engaged in the project through multiple formats, as needed, including community meetings, charrettes, workshops, stakeholder interviews, focus groups, project website, and social media. The Outreach Plan shall identify the key project milestones that will require stakeholder input and develop innovative and complementary engagement activities, with the goal of building a broad spectrum of support for the plan.

The Outreach Plan should also inform the development of meeting materials and include strategies to reach disadvantaged and non-English speaking communities through organizing meetings at various times and accessible community locations to maximize ability for attendance, providing on-site translation as needed and materials in multiple languages.

**Deliverables:** Outreach Plan.
**TASK 1.4 – Conduct Focus Groups with Key Community Stakeholders**

Staff will develop a stakeholder interview list for the Consultant to conduct focus group meetings, interviews and document responses from all parties. Topics will include, but are not limited to a) transit, bicycling and walking, b) market for transit-oriented retail, office, and mixed-use development, and c) greenhouse gas mitigation and climate resilience.

**Deliverables:** List of stakeholders, focus group agenda, interview questions, meeting schedules, key outcomes and meeting notes.

**TASK 1.5 – Conduct Business and Property Owner Interviews**

Staff will develop a business and property owner interview list. Consultant will prepare and conduct individual interview meetings with business and property owners and document responses from all parties. Topics will include, but are not limited to a) In-fill development, b) market for transit-oriented retail, office, and mixed-use development, and c) greenhouse gas mitigation and climate resilience.

**Deliverables:** List of business and property owners, meeting agenda, interview questions, meeting schedules, key outcomes and meeting notes.

**TASK 1.6 – LACMTA Coordination – Planning Toolkit Integration**

Staff and the Consultant team will meet with LACMTA to review LACMTA’s Transit Supportive Planning “Toolkit” and other applicable policies and tools, which may include the Countywide Sustainability Policy, First-Last Mile Strategic Plan, and the Green Places Toolkit. LACMTA will work in collaboration with Staff and the Consultant team to review these documents and identify strategies and practices that should be incorporated into the Specific Plan.

**Deliverables:** Meeting minutes memorializing minutes and next steps.

**TASK 1.7 – Community Meeting #1 – Visioning Session/Charrettes Workshop**

Consultant group to hold first community meeting, which includes a visioning session/charrette workshop.

**Deliverables:** Meeting agenda, presentation materials and meeting summaries.

**TASK 1.8 – Briefing with Elected Officials and Study Session**

The Consultant shall prepare for and attend meetings with City elected officials, commissioners, and their staff members. These meetings and study sessions will be conducted on an as-needed basis to keep the policy makers informed of the project progress and to solicit feedback as necessary throughout the project phases.
Consultant shall prepare materials for and attend a Planning Commission and/or City Council study session, if possible, during the process of preparing the draft plan, if there is scheduling availability on the part of the appointed and elected officials.

**Deliverables:** Meeting agendas, staff reports and summaries.

**TASK 2 – PLAN FRAMEWORK AND STATION AREA ANALYSIS**

**TASK 2.1 – Analysis of Opportunity Sites**

Consultant team shall identify opportunity sites within the Project Area for transit-supportive development, first/last mile improvements, or urban greening strategies. Analysis will include a determination of whether the current zoning, development standards, and design guidelines can support transit-supportive development, and whether the current street classifications and design standards are consistent with complete streets that create a district that is safe for walking and cycling and to consider green infrastructure. If a zone change, development standard, general plan land use, or street classification change is needed, the Consultant shall prepare a legal and procedural analysis of the process required to enact such regulatory changes.

**Deliverables:** Opportunity Sites Analysis Report

**TASK 2.2 – Conduct Market and Development Feasibility Study**

Consultant team will conduct a market and development feasibility study and report, in order to identify the current and forecasted demand for various types of real estate development within and directly adjacent to the study area. The market study shall determine the potential for multi-family residential at various densities, retail, mixed use, office, institutional, and other land uses and land use mixes that support transit ridership and/or benefit from transit proximity and preserve a healthy commercial base.

**Deliverables:** Market Study and Development Feasibility Report

**TASK 2.3 – Conduct Parking Study and Parking Management Plan**

Building off of the existing conditions report, the Consultant will conduct a parking study that analyzes existing and future parking supply and demand for private vehicles, car share, ride-hailing services, bicycles, electric scooters, and other relevant forms or mobility that require dedicated parking. The study will include a complete inventory of the location, type (public, private, disabled, carpool) and hours of use of the parking available in the study area. The study will include a determination of both existing utilization and future demand. The study will identify locations with surplus or deficient supply of vehicular parking and identify strategies, such as parking districts, shared use parking, park once strategies, and parking maximums. An analysis of current supply and projected need for bicycling parking will also be provided based on the results of the study, adjustments to current parking standards, a
parking management plan, or identification of potential locations for structured or subterranean parking, if applicable, will guide the implementation and policies of the plan.

**Deliverables:** Draft and Final Comprehensive Parking Study and Management Plan with corresponding maps.

**TASK 2.4 – Traffic and Circulation Assessment**

Consultant will prepare a traffic and circulation assessment to assess current and future travel demands including walking, cycling, and public transit trips alongside objectives of reducing traffic, parking congestion and street connectivity to improve mobility for all users. The Assessment will be used to update the Circulation Element in the General Plan.

**Deliverables:** Draft and Final Traffic and Circulation Assessment.

**TASK 2.5 – Community Workshop #2**

Consultant shall hold a second public workshop/meeting to discuss the preliminary findings of the background analysis, market and development feasibility, parking study, and traffic/circulation study; identify opportunities and challenges for transit-supportive and community beneficial development; develop a vision for the Project Area; and, discuss possible strategies that can be used to reach that vision.

**Deliverables:** Meeting agenda, presentation materials and summary.

**TASK 2.6 – Briefing with Elected Officials and Study Session**

Consultant shall prepare materials for and attend a second Planning Commission and/or City Council study session, if possible, during the process of preparing the draft plan, if there is scheduling availability on the part of the appointed and elected officials.

**Deliverables:** Meeting agenda, presentation materials and summary.

**TASK 3 – DRAFT SPECIFIC PLAN AND GENERAL PLAN/ZONING RECOMMENDATIONS**

**TASK 3.1 – Development of Land Use Plan**

Consultant team will develop a Land Use Plan indicating the type of development that is envisioned from the Specific Plan area along with circulation improvements to tie the plan area together. Due to the likelihood of the development of each of the land use areas occurring over an extended period of time, it is necessary they be flexible enough to respond to changing market demands.

**Deliverables:** Draft and Final Land Use Plan.
TASK 3.2 – Prepare Development Standards and Design Guidelines

Consultant team will prepare development standards and design guidelines that address the current and proposed design concepts and supportive development for various types of transit-oriented development mix uses within and directly adjacent to the study area. Based on feedback from previous tasks, the design guidelines are intended to ensure that new development is compatible to the surrounding neighborhood and compliments LACMTA’s Transit Supportive Planning Toolkit’s 10 Characteristics of Transit Supportive Places.

Deliverables: Draft and Final development standards and design guidelines.

TASK 3.3 – Implementation Action Plan

Consultant will develop an implementation action plan that includes the following components:

- Identify development incentives to bring about economic investment and desired physical improvements;
- Establish an Enhanced Infrastructure Financing District for the planning area;
- Create a range of market rate and affordable housing units summary of the type of new development that are likely to be economically viable in the Specific Plan area;
- Identify job opportunities for Pico Rivera residents;
- A description of various economic development tools/incentives and approaches to implementation available to the City of Pico Rivera to achieve the Plan objectives;
- Update the City’s Capital Improvement Program and recommendations;
- Establish a Stakeholder Action Plan Implementation Committee; and
- Pursue Regional, State and Federal Infrastructure Funding Sources.

Deliverables: Draft and Final Implementation Action Plan

TASK 3.4 – Community Workshop #3

Consultant shall hold a third workshop/meeting to discuss and update the community on the process to date.

Deliverables: Meeting agenda, presentation materials and summary.

TASK 4 – PREPARE PLANNING DOCUMENTS

TASK 4.1 – Prepare Draft TOD Specific Plan

Using LACMTA’s Transit Supportive Toolkit, and the findings from Tasks 2 and 3, the Consultant will develop a clear, concise and user-friendly Draft TOD Specific Plan. The TOD Specific Plan will include all required components of a specific plan including land use maps, zoning and development standards, parking requirements, street standards and cross-
sections, urban design standards, and sustainable design requirements.

Staff shall conduct two rounds of review on the Draft TOD Specific Plan, with the Consultant revising the Draft after the completion of each round of review. LACMTA will also provide a comprehensive review of the draft and provide feedback to the Consultant. The Consultant will revise the draft prior to public release.

**Deliverables:** One electronic and five hard copies of the Draft TOD Specific Plan per each round of Staff and LACMTA review. Once electronic copy of redlined Draft TOD Specific Plan for each round of review.

**TASK 4.2 – Prepare Draft General Plan Land Use Policy Map and Zoning**

The Consultant will recommend and draft any required amendments to the General Plan, including a Draft Land Use Policy Map and as appropriate, the Zoning Code.

Staff shall conduct two rounds of review on the Draft General Plan Land Use Policy Map and Zoning Code Amendment, with the Consultant revising the Draft after the completion of each round of review. LACMTA may also provide a comprehensive review of the draft and provide feedback to the Consultant. The Consultant will review the draft prior to public release.

**Deliverables:** One electronic and five hard copies of the Draft General Plan Land Use Policy Map and Zoning Code Amendment per each round of Staff and LACMTA review. One electronic copy of redlined Draft General Plan Land Use Policy Map and Zoning Code Amendment for each round of review.

**TASK 4.3 – Release Draft TOD Specific Plan to the Public**

The public will have the opportunity to review and comment on the Draft TOD Specific Plan during the required public review periods per the Pico Rivera Municipal Code, CEQA and any other required environmental review. The public review periods are times to gather feedback prior to taking the project to public hearing. During this time, the public has the opportunity to review and comment on the documentation as well as during the actual public hearing. Consultant shall announce the release of the Draft TOD Specific Plan and related Draft General Plan Land Use Map to the public and provide the opportunity to comment as outlined within the tasks under Task 5.

**Deliverables:** Notices and summary of comments received.

**TASK 4.4 – Planning Commission Public Hearings**

Consultant shall prepare the necessary materials to facilitate the public hearing process before the Planning Commission including, but not limited to, a public hearing notice, staff
report and PowerPoint Presentation. Comments from Planning Commission will be incorporated into the Specific Plan and EIR.

**Deliverables:** Copy of agenda, staff report, PowerPoint Presentation, signed resolutions and meeting minutes and approvals.

**TASK 4.5 – City Council Public Hearings**

Consultant shall prepare the necessary materials to facilitate the public hearing process before City Council and shall present to City Council. Comments from City Council will be incorporated into the Final Specific Plan and EIR.

**Deliverables:** Copy of agenda, staff report, PowerPoint Presentation, signed resolutions, meeting minutes and adoption of Specific Plan.

**TASK 4.6 – Finalize General Plan Land Use Policy Map and TOD Specific Plan**

Based on comments and feedback from Staff, LACMTA, the community, and various stakeholders, the Consultants will prepare a Final Draft Land Use Policy Map and TOD Specific Plan.

**Deliverables:** Final General Plan Land Use Policy Map and TOD Specific Plan. One final camera-ready print Final Specific Plan, one color hard copy, electronic format document and ordinance, and final Zoning and General Plan Map revisions incorporating the new TOD Specific Plan designation.

**TASK 5 – ENVIRONMENTAL COMPLIANCE**

**TASK 5.1 – Prepare Initial Study, Notice of Preparation**

The Consultant will prepare an Initial Study, along with any and all required technical studies, and Notice of Preparation (NOP). The Consultant shall circulate the NOP as part of the early scoping effort. The Consultant shall submit the NOP to the State Clearinghouse and all trustee and responsible agencies, consistent with current CEQA guidelines.

**Deliverables:** Draft and Final Initial Study with required technical studies and Notice of Preparation. One electronic of Draft Initial Study and NOP in Word format. One electronic copy and five hard copies of Final Initial Study and NOP.

**TASK 5.2 – Public Scoping Meeting**

The consultant will conduct one (1) public scoping meeting on issues addressed in the EIR during the required 30-day review period.

**Deliverables:** Meeting agenda, presentation, notices and summary notes.
TASK 5.3 – Prepare Screencheck Draft Environmental Impact Report (EIR)

The Consultant will prepare a complete screencheck Draft EIR for review by Staff prior to publication. The screencheck Draft EIR will include all text, tables, and figures.

**Deliverables:** Screencheck Draft EIR. One electronic and one hard copy of the Screencheck Draft EIR.

TASK 5.4 – Public Draft EIR and Public Review

The Consultant will prepare a Draft EIR that incorporates the comments received from Staff. Draft EIR will be distributed to the public for review and comment by the Consultant. The Draft EIR will be released for 90 days for public comment.

**Deliverables:** Draft EIR. One electronic and one hard copy of the Draft EIR.

TASK 5.5 – Prepare Responses to Comments

Following the completion of the public review comment period on the Draft EIR, the Consultant will prepare responses to the comments in writing.

**Deliverables:** Draft responses to comments for Staff’s review.

TASK 5.6 – Prepare Draft and Final Mitigation Monitoring Program (MMP)

The Consultant will prepare an MMP that will identify required mitigation measures, responsible implementing departments, and timeframe for implementation. The Consultant will prepare a Draft MMP for Staff to review. The Consultant will prepare a Final MMP that incorporates Staff’s comments.

**Deliverables:** Draft and Final Mitigation Monitoring Program. One electronic and one hard copy of the Draft and Final Mitigation Monitoring Program.

TASK 5.7 – Prepare Final EIR

Upon completion of the responses to comments, the Consultant will prepare the Final EIR for public hearings.

**Deliverables:** Final EIR for public hearings. One electronic and five hard copies of the Final EIR.

TASK 5.8 – Planning Commission Public Hearings

Consultant shall prepare the necessary materials to facilitate the public hearing process before the Planning Commission, including, but not limited to a public hearing notice and staff report. Consultant shall present to the Planning Commission.
Deliverables: Public hearing package, staff report, PowerPoint Presentation, signed resolutions and meeting minutes and approvals.

TASK 5.9 – City Council Public Hearings

Consultant shall prepare the necessary materials to facilitate the public hearing process before City Council and shall present to City Council. Comments from City Council will be incorporated into the Final Specific Plan and EIR.

Deliverables: Public hearing package, staff report, PowerPoint Presentation, meeting minutes, signed resolutions and Certification of EIR.

CONTENT OF PROPOSALS

Your response to this RFP should describe your organization/agency and the services it provides. Please include the following information:

Proposal Instruction:
Proposer(s) must submit a proposal containing all project components described in this RFP.

Proposal must include:
Use 12 point font on 8.5” x 11” paper, with minimum 1-inch margins, it shall be thirty pages (30) or less, and must include the following:

1. Provide a signed cover letter that:
   • Identifies the prime consultant and describes any subcontract arrangements.
   • Includes statements that you agree to the terms of the agreement (Attachment B) and will submit the required insurance endorsements, if selected.
   • Indicates the individual or organization name, full mailing address, e-mail address, telephone number, and the name of the primary contact person.
   • Indicates that the organization is able to execute a service agreement with the City of Pico Rivera.
   • Indicates the name, title and organization of the individual authorized to bind agreement (contract) with the City of Pico Rivera.

2. A detailed Scope of Services providing a description of all the work tasks required to complete the project, including a statement of understanding of the work involved.

3. A description of the firm qualifications and experience in managing similar projects.

4. A budget and budget narrative. The budget and budget narrative should be developed in accordance with the Scope of Work/Task and Deliverables in this RFP and LACMTA funding guidelines. Provide budget amounts per task and include a
total “not-to-exceed” amount for completing the entire project. Also include the number of proposed hours for each staff person and billing rates for each person. Identify overhead rates and all other applicable charges to the program. Proposer must designate a dedicated full-time or part-time staff member to coordinate project and adequate staff members needed to perform the contracted work. The cost proposal shall be signed by an official authorized to bind the firm and shall contain a statement that the fee proposed is valid for 90 days.

The anticipated term of the project is from March 2019 to February 2021.

5. Provide at least three (3) references (names, current phone numbers and email addresses) from recent relevant work (previous three years). Include a brief description of the projects associated with the reference.

6. A schedule to complete all of the tasks. The schedule should include the amount of time required for each task, including adequate time for staff review of all work products.

7. A description of the project team, including detailed resumes of the project manager and key personnel. Indicate the percentage of each individual’s participation in the project and relevant experience.

8. An organization chart, if available.

9. Certification of receipt of addenda, if applicable.

10. Other information pertinent to this application if needed, not to exceed the equivalent of two 8½” x 11” pages (optional).

LOBBYING

Any party submitting a proposal or a party representing a proposer shall not influence or attempt to influence any member of the selection committee, or any employee of the City of Pico Rivera, with regard to the acceptance of a proposal. Any party attempting to influence the RFP process through ex-parté contact may be subject to rejection of their proposal.

FEE PROPOSAL

The City will negotiate with the top-ranked consultant in compliance with applicant federal, state and local guidelines. Fee proposal shall include all tasks required to perform the work with a maximum not-to-exceed fee for each task and a grand total not-to-exceed fee. The fee proposal must contain a breakdown of all components and cost, including labor base rates, overhead, and all other direct and indirect costs. The fee proposal shall clearly show hours and cost per task.
SCHEDULE/SELECTION PROCESS

The selection process and the key action dates are listed in this section. The procurement of these services will proceed as follows:

1. Release of Request for Proposals (RFP).
2. Proposal(s) are received.
3. References are checked.
4. Proposals are reviewed and evaluated by members of a Selection Committee.
5. Interviews may be scheduled for finalists.
6. Communication of Award.
7. Negotiate the Scope of Work (Attachment A), including the services and deliverables outlined.
8. Negotiate the budget and budget justification.
10. Agreement Executed.

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<tr>
<td>March 4, 2019</td>
<td>Proposals Due by 4:00 p.m.</td>
</tr>
<tr>
<td>March 2019</td>
<td>Agreement Executed (Work Begins)</td>
</tr>
<tr>
<td>February 2021</td>
<td>Project Ends</td>
</tr>
</tbody>
</table>

SELECTION CRITERIA

Proposals will be reviewed by a selection committee and will be evaluated using the following criteria (note that there is no ranking implied in the order of this list):

1. Firm’s Capacity. Demonstrated ability to perform the services described; understanding of the work to be done.
2. Firm’s Experience. Experience and expertise in the various areas stated in this RFP; a demonstrated history of providing similar services to comparable entities.
3. Qualifications and experience of Project Manager and related staff assigned to this project (including identified sub-consultant(s)).
4. Creativity and capability of developing innovative or possessing innovative or advanced techniques; identification of award-winning project(s) similar in nature.
5. Familiarity with LACTMA and any/all relevant procedures and guidelines.
7. Financial responsibility and cost of services.
WRITTEN QUESTIONS

All questions regarding the content of this RFP must be submitted in writing, either by e-mail or mail, to Christina Foulkes, Principal Planner, by February 18, 2019 at 5:00 p.m. If by email, please submit questions to: cfoulkes@pico-rivera.org. All questions must be in possession of the City by the deadline. Postmark date from the U.S. Postal Service will not be considered.

Proposers should check the City of Pico Rivera’s City Project webpage often for new information (www.pico-rivera.org/depts/admin/clerk/city_projects/default.asp). The City will endeavor to answer all written questions; however, reserves the right not to answer all questions.

ADDENDA

Changes to this RFP may be necessary to provided updated information to proposers. Any addenda issued during the bidding period will be emailed to the prospective consultants. All proposers must include a signed Certification of Receipt of Addendum for each addendum with their proposal.

INSURANCE REQUIREMENTS

Consultant shall provide insurance certificates naming the City of Pico Rivera as an additional insured for General Liability and Automobile Liability, Workers Compensation Insurance; the proposer must provide Professional Liability Insurance Coverage (Errors and Omissions in the amount of $1,000,000 per occurrence). The insurance certificate shall contain a provision that the City shall be given ten (10) days prior written notice in the event of cancellation or reduction in coverage. Consultant shall also execute a hold harmless statement on a form provided by the City.

RIGHT TO REJECT ALL PROPOSALS

The City of Pico Rivera reserves the right to reject all proposals submitted, and no representation is made hereby that any contract will be awarded pursuant to this RFP. All costs incurred in the preparation of the proposal and subsequent material, including a proposal, in the submission of additional information, and /or in any other aspect of a proposal prior to the award of a written contract shall be borne by the respondent. The City will provide only the staff assistance and documentation specifically referred to herein and shall not be responsible for any cost or obligation of any kind, which may be incurred by a respondent. All proposals and other information submitted to the City of Pico Rivera in response to this RFP shall become the property of the City.
All Proposers submit their proposals to the City with the understanding that the recommended selection of the review committee is final. Upon submission, all proposals shall be treated as confidential documents until the selection process is completed. Once the selections are made, all proposals shall be deemed public record. In the event that a proposer desires to claim portions of its proposal exempt from disclosure, it is incumbent upon the proposer to clearly identify those portions with the word “Confidential” printed on the top right hand corner of the page. The City will consider a proposer’s request for exemptions from disclosure; however, the City will make a decision based upon applicable laws. An assertion by a proposer that the entire proposal, or large portions, is exempt from disclosure will not be honored.

AWARD OF CONTRACT

The City will not pay any costs incurred by any firm or person submitting a proposal in response to this RFP. All data, documents, and other products submitted with the proposal shall become the property of the City.

The City reserves the right to reject, modify, or cancel, in part or in its entirety, this RFP. The City assumes no obligation, and none is implied, to award a contract for any phase or services, specified in this RFP.

A City standard consultant agreement will be used. A sample of this agreement is included as Attachment B. Your proposal shall contain a statement of the firm’s willingness to execute the contract with an indication of any contractual requirements for which the consultant takes exception.
ATTACHMENT A
ATTACHMENT B
1. **IDENTIFICATION**

   THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Pico Rivera, a California municipal corporation ("City") and <Consultant Name>, a California Corporation <or other form of entity> ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a “Party” and collectively referred to as “Parties.”

2. **RECITALS**

   2.1 City has determined that it requires professional services from a consultant to **briefly describe the consulting services to be performed**.

   2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

   **NOW, THEREFORE,** for and in consideration of the performance by the Parties of the mutual covenants and conditions herein contained, the Parties hereto agree as follows:

3. **DEFINITIONS**

   3.1 "Scope of Services": Such professional services as are set forth in the Consultant’s <date> proposal to City attached hereto as Exhibit <letter or #> and incorporated herein by this reference.

   3.2 "Approved Fee Schedule": Such compensation rates as are set forth in the Consultant’s <date> proposal to City attached hereto as Exhibit <letter or #>.

   3.3 "Commencement Date":

   3.4 "Expiration Date":

4. **TERM**

   The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the Parties or terminated in accordance with Section 21 below.
5. **CONSULTANT'S SERVICES**

5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the Parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of <amount spelled out> ($_________) unless specifically approved in advance, in writing, by City.

5.2 Consultant shall perform all work to the highest professional standards of Consultant’s profession and in a manner reasonably satisfactory to City.

6. **COMPENSATION**

6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.

6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten (10) business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty (30) calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.

6.3 Payments for any services requested in writing by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant’s standard fee schedule. Consultant shall be entitled to increase the fees in this fee schedule at such time as it increases its fees for its clients generally; provided, however, in no event shall Consultant be entitled to increase fees for services rendered before the thirtieth (30th) day after Consultant notifies City in writing of an increase in that fee schedule. Fees for such additional services shall be paid within sixty (60) days of the date Consultant issues an invoice to City for such services.

7. **BUSINESS LICENSE**

Consultant shall obtain a City business license prior to commencing performance under this Agreement.

8. **COMPLIANCE WITH LAWS**

Consultant shall keep informed of State, Federal and Local laws, ordinances, codes and regulations that in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. The Consultant shall at all times comply with such laws, ordinances, codes and regulations. Without limiting
the generality of the foregoing, if Consultant is an out-of-state corporation or LLC, it must be qualified or registered to do business in the State of California pursuant to sections 2105 and 17451 of the California Corporations Code. The City, its officers and employees shall not be liable at law or in equity occasioned by failure of Consultant to comply with this Section.

9. **CONFLICT OF INTEREST**

   Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Consultant under this Agreement, or which would conflict in any manner with the performance of its services hereunder. During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute; and (ii) City has not consented in writing prior to Consultant's performance of such work.

10. **PERSONNEL**

    Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Consultant reserves the right to determine the assignment of its own employees to the performance of Consultant’s services under this Agreement, but City reserves the right, for good cause, to require Consultant to exclude any employee from performing services on City’s premises. **<Name of individual>** shall be Consultant’s project administrator and shall have direct responsibility for management of Consultant’s performance under this Agreement. No change shall be made in Consultant’s project administrator without City’s prior written consent.

11. **OWNERSHIP OF WRITTEN PRODUCTS**

    All reports, documents or other written material (“written products”) developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

12. **INDEPENDENT CONTRACTOR**

    Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its officers, employees or agents shall have control over the conduct of Consultant or any of Consultant’s employees, except as set forth in this Agreement. Consultant shall
not at any time represent that it is, or that any of its agents or employees are, in any manner employees of City.

13. **CONFIDENTIALITY**

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data and any copies thereof shall be returned to City upon the termination or expiration of this Agreement.

14. **INDEMNIFICATION**

14.1 The Parties agree that City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys’ fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the fullest protection possible under the law to City. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant’s commitment to indemnify and protect City as set forth herein.

14.2 To the full extent permitted by law, Consultant shall indemnify, hold harmless and defend City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all claims, demands, lawsuits, causes of action, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from or arising out of any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys’ fees incurred by counsel of City’s choice.

14.3 City shall have the right to offset against the amount of any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant’s failure to pay City promptly any indemnification arising under this Section 14 and related to Consultant’s failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers’ compensation laws.

14.4 The obligations of Consultant under this Section 14 will not be limited by the provisions of any workers’ compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.
14.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 14 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all claims, demands, lawsuits, causes of action, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from or arising out of any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant’s subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys’ fees incurred by counsel of City’s choice.

14.6 City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

14.7 PERS ELIGIBILITY INDEMNITY. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

15. INSURANCE

15.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant’s performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:
15.1.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars ($1,000,000) per occurrence / Two Million Dollars ($2,000,000) in the annual aggregate, including products and Completed operations hazard, contractual insurance, broad form property damage, independent Consultants, personal injury.

15.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars ($1,000,000) per claimant and One Million dollars ($1,000,000) per incident.

15.1.3 Worker’s Compensation insurance as required by the laws of the State of California.

15.1.4 Professional Liability insurance against errors and omissions in the performance of the work under this Agreement with coverage limits of not less than One Million Dollars ($1,000,000).

15.2 Consultant shall require each of its subcontractors, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

15.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best’s Insurance Guide.

15.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant’s expense, the premium thereon.

15.5 At all times during the term of this Agreement, Consultant shall maintain on file with City’s Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and, for the general liability and automobile liability policies, naming the City as an additional insured. Consultant shall, prior to commencement of work under this Agreement, file with City’s Risk Manager such certificate(s).

15.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall provide such proof to City at least two weeks prior to the expiration of the coverages.

15.7 The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming City, its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days’ prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating
that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word “endeavor” with regard to any notice provisions.

15.8 The general liability and automobile policies of insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Consultant’s insurance and shall not contribute with it.

15.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant’s employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.

15.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

15.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant’s liability or as full performance of Consultant’s duties to indemnify, hold harmless and defend under Section 14 of this Agreement.

16. MUTUAL COOPERATION

16.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant’s services under this Agreement.

16.2 In the event any claim or action is brought against City relating to Consultant’s performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require.

17. RECORDS AND INSPECTIONS

Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

18. PERMITS AND APPROVALS

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary in the performance of this Agreement. This includes, but shall not be limited to, encroachment permits and building and safety permits and inspections.
19. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant’s and City’s regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the Parties may, from time to time, designate in writing).

If to City:

<Insert Name, Title>
City of Pico Rivera
PO Box 1016
6615 Passons Blvd.
Pico Rivera, California 90660-1016
Facsimile: (562) 801-4765

With a courtesy copy to:

Arnold M. Alvarez-Glasman, City Attorney
13181 Crossroads Parkway North
Suite 400 - West Tower
City of Industry, CA 91746
Facsimile: (562) 692-2244

If to Consultant:

<Insert Name, Title>
<Insert Name of Firm>
<Address>
<Address>
Facsimile: <Insert Fax Number>

20. SURVIVING COVENANTS

The Parties agree that the covenants contained in Sections 13, 14 and Paragraph 16.2 of Section 16, of this Agreement shall survive the expiration or termination of this Agreement.

21. TERMINATION

21.1. City shall have the right to terminate this Agreement for any reason on five (5) calendar days’ written notice to Consultant. Consultant shall have the right to terminate this Agreement for any reason on sixty (60) calendar days’ written notice to City. The effective date of termination shall be upon the date specified in the notice of termination. Consultant agrees that in the event of such termination, City’s obligation to pay Consultant shall be limited to payment only for those services satisfactorily rendered prior to the effective date of termination. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.
21.2 If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

22. ASSIGNMENT

Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City’s prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any Party other than Consultant.

23. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

23.1 In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

23.2 Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

23.3 Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.

24. CAPTIONS

The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
25. **NON-WAIVER**

25.1 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.

25.2 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City’s sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.

26. **COURT COSTS**

Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any Party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such Party of any of all of such other rights, powers or remedies. In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the Party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants’ fees, if any, and attorneys’ fees expended in such action. The venue for any litigation shall be Los Angeles County, California.

27. **SEVERABILITY**

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

28. **GOVERNING LAW**

This Agreement shall be governed and construed in accordance with the laws of the State of California.
29. **ENTIRE AGREEMENT**

All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the Parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.

**TO EFFECTUATE THIS AGREEMENT,** the Parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“CITY”
CITY OF PICO RIVERA

<INSERT CONSULTANT FIRM>

<Insert Name>, City Manager
Dated: ________________________

<Insert Consultant, Title>
Dated: ____________________________

**ATTEST:**

Anna M. Jerome, City Clerk
Arnold M. Alvarez-Glasman, City Attorney

**APPROVED AS TO FORM:**
ATTACHMENT C
I. BACKGROUND AND OBJECTIVES

TOD Planning Grant: Background

Los Angeles County is experiencing a transformational expansion of the public transit system that will dramatically change the options and opportunities that people traveling to, from, or through Los Angeles County will have to get around. The Los Angeles County Metropolitan Transportation Authority (Metro) has a vested interest in planning and investment efforts around transit stations that create an environment that promotes, encourages, and supports transit riders and the interface between public transportation and surrounding communities.

As a result, in 2011 Metro created the TOD Planning Grant Program (Program), a competitive grant program that funds local governments to develop and adopt transit supportive regulations that promote equitable, sustainable, transit-supportive planning.

Transit-supportive places are places where the presence of effective and predictable transit can be enhanced through appropriate patterns and types of development. This can be achieved through practices such as community-scaled density, diverse land use mix, reduced reliance upon private automobiles, and enhanced infrastructure for pedestrians, bicyclists and people of all ages and abilities.

Between 2011 and 2016, Metro released four (4) rounds of the TOD Planning Grant, and awarded $21.6 million in 35 grants, to 30 cities across LA County.

TOD Planning Grant: Round 5

Transit Supportive Planning Toolkit

In 2016, Metro released the Transit Supportive Planning Toolkit (Toolkit). Funded by a grant from the Strategic Growth Council, and as part of a broader study on Climate Change Adaption Strategies, the Toolkit is a comprehensive research-based resource that includes best practices, tools and case studies that local municipalities can use to advance Transit Supportive Planning in Los Angeles County. The Toolkit identifies 10 characteristics of transit supportive places that collectively are shown to reduce vehicle miles traveled and increase transit ridership (see Attachment A for brief overview). Round 5 of the TOD Planning Grant will require grantees to utilize the Toolkit as a resource and apply the 10 characteristics of transit supportive planning in grant funded efforts. The Toolkit is a web-based program that can be found on Metro’s website at https://www.metro.net/projects/tod-toolkit/

Transit Oriented Communities (TOC) Tax Increment Financing (TIF) Pilot Program

In 2011, the California State legislature abolished redevelopment and the state’s only effective TIF vehicle. Since then, the legislature has created new enabling legislation to support tax increment financing (TIF). Unlike redevelopment, the new TIF programs (EIFDs & CRIAs) cannot include property taxes from education entities (approximately ½ of all property taxes). Property tax contributions from the other taxing entities are voluntary. TIF can be an important tool in the creation of transit supportive communities, as it can be used to finance infrastructure improvements as
well as affordable housing. With Round 5 of the TOD Planning Grant program, Metro is partnering with SCAG to offer funding to municipalities seeking to study the feasibility of forming TIF districts (Enhanced Infrastructure Financing District (EIFD), Community Revitalization and Investment Authority (CRIA), or similar TIF program). Study funding may be available to examine areas around transit stations for municipalities that:

- Have adopted or are in progress with creating a transit supportive regulatory environment; and
- As applicable, measure favorably against the Southern California Association of Governments (SCAG) online Screening Criteria that can be found at EIFD/CRIA Technical Assistance Tool.

As a partner in this effort, SCAG will provide training on the formation and study of the EIFD and CRIA districts as well as use of their TIF screening tool. The County of Los Angeles will provide support by providing updated and accurate tax assessment and collection information.

II. PROGRAM OBJECTIVES

- Support municipalities in implementing complimentary transit-supportive infrastructure projects and affordable housing.
- Increase transit ridership.
- Increase the number of comprehensive, community-driven transit supportive planning efforts around Metro light rail, Metrolink stations, and Metro Transitway/Bus Rapid Transit stations and adjacent transit corridors in Los Angeles County.
- Improve local and regional efforts that enhance an equitable integration of transportation and community planning.
- Improve the transit network and increase utilization of public transit by reducing the number of modes of transportation necessary to access regional and local transit lines;
- Further the reduction in greenhouse gases through encouraging in-fill development along transit corridors and transit use;
- Support and implement sustainable development principles.
- Increase opportunities to meaningfully engage diverse stakeholders, especially underserved and vulnerable communities, in advancing transit supportive planning efforts across the region.

III. ELIGIBLE APPLICANTS

Cities and the County of Los Angeles with land use regulatory authority:
• Within 1/2 mile of Metro Light Rail, Metrolink Stations and/or Transitway/Bus Rapid Transit stations and adjacent transit corridors in Los Angeles County; and

• Within 1/2 mile of the existing, funded, planned (priority will be given to station area planning efforts that are nearer-term) Metro rail or bus rapid transit stations and/or adjacent transit corridors. Grantees are not required to focus on a circular ½ mile radius around a transit facility. Adjacent transit corridors refer to proposed planning areas that are less circular and more corridor-based. Grantees must make the case for the corridor-level approach.

Applicants seeking funds along transit corridors MUST demonstrate the corridor’s relevancy to the development of transit supportive planning around the station area. The corridor may, for example, connect the station area to significant activity centers, carry significant pedestrian traffic to and from the station area, and/or connect the station area to other areas with significant transit service.

IV. ELIGIBLE ACTIVITIES

Round 5 of the Program offers two categories of activities: (1) Transit supportive regulatory documents, which will result in the elimination of regulatory constraints and the development of regulatory documents that promote transit supportive planning that can be adopted by governing bodies; and (2) TIF Feasibility Studies, which will study the feasibility of pursuing an EIFD, CRIA, or similar TIF program within 1/2 mile of Metro Light Rail, Metrolink Stations and/or Transitway/Bus Rapid Transit stations and adjacent transit corridors in Los Angeles County, create a vision/objectives for such a district, and determine the amount of TIF that could be generated under several scenarios. Applicants may apply to one or both of the categories; however, the TIF feasibility study requires that transit supportive land use regulations are already in place or under development, so an applicant cannot apply for the regulatory change and TIF feasibility study in the same area at the same time. Robust and inclusive multilingual community engagement shall be an integral component of all Metro-funded planning efforts.

Transit Supportive Regulatory Documents

Regulatory documents must include a land use component (with corresponding zoning code updates). However, Applicants and Grantees are required to advance comprehensive plans that encompass the 10 Toolkit characteristics to ensure that the region is advancing holistic, transit supportive plans. Additionally, plans must be consistent with Metro adjacent development requirements as defined in Section VIII. Eligible Regulatory Documents include, but are not limited to:

• New or amended specific plans;
• New or amended ordinances;
• New or amended overlay zones;
• New or amended general plans;
• Transit Village Development Districts; and
• Environmental studies required to support the new or amended regulatory documents.

TIF Feasibility Studies

• Through the TOC TIF Pilot, Round 5 of the Program will fund TIF Feasibility Studies. Grantees may explore the formation of an Enhanced Infrastructure Financing District (EIFD), a Community Revitalization Investment Authority (CRIA), or other comparable TIF programs, including engaging with stakeholders to determine vision and objectives for a TIF district. The Round 5 Grant application includes a sample scope of work for such studies to provide guidance on eligible activities.

• To be eligible, Grantees must (1) demonstrate that a transit supportive regulatory document is in place or under development; (2) show eligibility for a TIF districts (EIFD, CRIA, or similar) using the SCAG TIF Screening Criteria (as applicable); (3) meet the criteria for TIF formation adopted by the County Board of Supervisors in spring 2017, included as Attachment B; and (4) Priority will be given to the most Disadvantaged Communities as defined by CalEnvironScreen.

V. EVALUATION CRITERIA

Proposals will be evaluated according to the following criteria. The first section applies to regulatory documents (Specific Plans, General Plan Amendments, Overlays, etc.), the second set of criteria apply to TIF Feasibility Studies. More detailed scoring criteria are provided in the grant application.

Transit Supportive Regulatory Documents Criteria

Section 1 Project Scope

a. Project Area/Targeted Communities:

• Concise and clear description of the project area, targeted communities, and specific transit stations and/or corridors the project will impact.

• Clear description of the prominent equity concerns in the community (such as lack of affordable housing, economic development, environmental justice, safety, active transportation needs, public health disparities, and so forth).

• Description of the station and/or corridor significance to the local community and larger region including importance for the transit network and ridership.

• Description of the most pressing barriers to public transportation usage and non-private vehicle multi-modalism (walking, rolling, biking).

b. Regulatory Constraints:

• Clear description of the specific regulatory constraints and/or general land use challenges/ barriers in the project area to advancing an equitable transit supportive planning effort. (Does current zoning support transit-supportive development patterns? Has the jurisdiction adopted a
Complete Streets Policy?

- Description of the regulatory barriers that preclude the jurisdiction from addressing the equity issues identified in Section 1.a.
- Degree to which constraints and barriers are aligned with the Toolkit’s 10 characteristics of Transit Supportive Places (i.e. outdated parking requirements, height or density restrictions, incompatible land uses, lack of bicycle and pedestrian access and utilization incentives, etc.).

c. **Proposed Regulatory Documents:**

- Clear description of the regulatory documents that will require revision and/or new regulatory documents. Documents may include a community’s general plan, zoning ordinances, parking codes, specific plans, Transit Village District documents, etc. If General Plan land uses are proposed, a clear description of whether or not zoning code updates will be included should be noted.
- Extent to which regulatory documents promote Program objectives as identified in these Guidelines and the Toolkit and are consistent with Metro Adjacent Development requirements where applicable.

d. **Impact of Proposed Regulatory Changes:**

- Thoroughness in explaining how the regulatory changes directly mitigate the constraints previously identified; how they will improve community-specific equity concerns; how they will result in an increase in transit-ridership; and how they will improve the overall interface between the public transportation system and the surrounding community.

**Section 2 Public Participation**

a. **Outreach Plan:**

- Clear identification of all impacted communities and stakeholders affected by the proposed regulatory changes, including description of key community organizations (advocacy groups, business groups, religious/social organizations, etc.) that will be engaged and the role that they will play in the process.
- Demonstration of a comprehensive and meaningful public participation and outreach program necessary to bring the regulatory changes forward.
- Clear description of how disadvantaged and/or underserved communities will be engaged in the process and the proactive activities that will be undertaken to engage these populations (translators, preparing materials in multiple languages, hosting meetings in the evenings and/or weekends, etc.).

b. **Community and Policy Maker Support:**

- Demonstration that community stakeholder and policy maker support for the types of regulatory changes being proposed exist. This could be evidenced by prior actions implementing similar changes elsewhere in the community, specific direction by elected officials, letters of support, etc.
Section 3 Future Implementation

a. Opportunity Sites:
   - Ability to link regulatory changes with the near term potential for implementing transit supportive projects through the availability of suitable opportunity sites, particularly if controlled by the applicant.

b. Next Steps:
   - Demonstration of a well thought out long term plan for building a successful transit supportive area once grant funded regulatory changes are adopted.

Section 4. Project Implementation Plan

a. Project Schedule, Tasks, and Budget:
   - Schedule demonstrates the overall approach for project completion and that the project can be completed in 36 months.
   - Principle tasks that will be undertaken to complete the project are identified, reasonable, and realistic.
   - Overall expenditures (local and grant) as well as expenditures per task are both realistic and highly cost efficient, maximizing the impact of the funds requested.

b. Project Management:
   - Clear description of team composition, including the roles and responsibilities of city/county staff and/or consultants.

c. Prior Grant Performance:
   - Demonstrated performance that does not include:
     - Project delays due to unreasonable schedule proposals, and
     - Numerous untimely or incomplete quarterly reports and invoices.

TOC TIF Feasibility Studies Criteria

Applicants seeking funding for TIF Feasibility Studies must utilize SCAG’s Screening Criteria available at EIFD/CRIA Technical Assistance Tool to assess TIF District viability and grant program eligibility. SCAG will offer training on this tool as well as technical assistance to applicants. TIF Feasibility Study applications will require data collection from the City, SCAG, the County Assessor, the County Auditor-Controller and, as appropriate, the State Department of Finance.

A. Screening Criteria

Applicants are required to perform an initial screening of their proposed TIF district in order to ensure that the feasibility study is for an area that meets the State’s legal requirements and also that has the capacity to generate enough investment and TIF to create the desired impacts. For EIFDs and CRIAs, the TOC
TIF grant application will include questions that closely align with the SCAG screening criteria. Interested parties will be required to advise on how their proposed project fares against the screening criteria. The SCAG Screening Criteria will be critical to vetting applications and informing on potential project viability. The screening criteria will be discussed further in a pre-application workshop. An overview is provided below.

1: EIFD/CRIA Successor Agency Prerequisites

- Clear description of any former redevelopment project areas that overlap with the proposed TIF project boundaries.
- If overlap exists, a Receipt of Finding of Completion must be secured from the Department of Finance and submitted along with grant application.
- Provide detailed overview of current ROPS obligations (include most recent report submitted to the Department of Finance) and whether the City is producing residual revenues that could be applied toward the EIFD/CRIA. Lack of residual revenues post-dissolution could disqualify a proposed area for lack of property taxes if they are pledged to repay the debts of the former CRA in the foreseeable future.

   Resource: City to obtain from the State Department of Finance and City Finance Department

2: Economic Development Potential

Demonstrated potential for economic development and therefore, a financially viable TIF district. This can be demonstrated by identifying underutilized and/or publicly owned parcels, planned projects, and looking at changes in parcel values over time:

- Identify underutilized and/or publicly held properties and planned projects within the study area.
- Clearly describe existing parcel values within the potential project area(s) and any significant changes over time (past 5-15 years).
- Clear demarcation and description (size, location, zoning, current use, obligation status) of publicly held properties within the potential TIF district that can be leveraged for economic development purposes.

   Resource: SCAG GIS Land Use Data and Parcel Data (Screening Site)

3: Current Zoning and Density in Project Area

- Clear description of the adopted or in-progress transit supportive regulatory document (Specific Plan, Overlay, etc.) with adoption date. Including:
- The current or proposed zoning and General Plan principles and how they align with the 10 elements of the Transit Supportive Toolkit.
- The nexus with the transportation network,
- Clear description of regulatory principles that lend themselves to TIF district formation (infrastructure, economic development, sustainability, affordable housing, etc.).

- Whether an updated environmental clearance would be required.

  Resource: City documents and SCAG GIS data (including General plan, Specific Plans, existing land uses).

4: Project Location and Infrastructure Needs

Proposals must demonstrate a strong and compelling nexus to public transportation and how project implementation will advance accessibility, integration, and usability of the public transportation system. This can be demonstrated by:

- Half-mile from a Metro Light Rail Station, Metrolink Station, and Metro Transitway/Bus Rapid Transit stations and adjacent transit corridors.

- Description the infrastructure needs such as bike and pedestrian improvements with map(s) that shows the project area, transit network, and ‘infrastructure need’ areas. Data should be gathered from the Metro Active Transportation Strategic Plan.

- Clear description of how a TIF district could improve infrastructure needs, improved connectivity to public transportation, district-scale sustainable infrastructure improvements, and encourage redevelopment of underutilized properties.

  Resource: SCAG GIS data, HQTA/ TPP/ TPA maps, City documents

5: Potential Infrastructure Financing Solutions

- Using SCAG’s Screening Criteria, Projects must demonstrate a Tax Increment Capture Rate of 15 cents (.15) for every dollar ($1) for the Project Area. Taxing entity proportional shares should be current (redevelopment era shares were pre-ERAFF) and come from County Auditor-Controller.

- Clear demonstration of project area viability to secure grant funding to advance early implementation of TIF District activities, such as location in a disadvantaged community, other demographic data, safety statistics, etc.

  Resource: SCAG Property Tax Data, GIS Data, TPA, Disadvantaged Community Maps

6: CRIA Eligibility

Clear description of the Project Area’s eligibility to form a Community Revitalization Investment Authority (CRIA):

- 80% of land (calculated by census tracts or block groups) must have median household income of less than 80% of statewide median
Must exhibit at least three of the following conditions:

1. Non-seasonal unemployment rate 3% higher than statewide median
2. Crime rates 5% higher than statewide median
3. Deteriorated or inadequate infrastructure
4. Deteriorated commercial or residential structures

Note: AB 2492 (NEW) to qualify under CalEPA designation as disadvantaged community (based on geographic, socioeconomic, public health, environmental factors).

Resource: SCAG Socioeconomic Data, GIS Data, including Disadvantaged Community Maps

B. Project Description and Stakeholder Engagement

Section 1: Project Description

While a specific, defined boundary for the TIF district would be determined through the feasibility study, applicant must offer a clear, concise description of the targeted geographic area under consideration, the transit station(s) within the area, and the kinds of projects/programs that would be funded if a TIF district were in place.

The application must describe how it has positioned itself to advance a successful TIF district and transit supportive investments, through regulatory plan adoption or proposed plan under development, economic development efforts, early TIF exploration, and/or securing other funding sources to implement transit supportive projects.

Describe how the proposed TIF district could support increased transit access and ridership. This can be based on anticipated public improvements, new development and community serving facilities, etc.

Section 2: Stakeholder Engagement

a. Outreach Plan:

Clear identification of impacted communities and stakeholders affected by the proposed TIF district, including description of key community organizations (advocacy groups, business groups, religious/social organizations, etc.) that will be engaged and the role that they will play in the process.

Demonstration of a comprehensive and meaningful public participation and outreach program necessary to identify support and create a vision/objectives for a TIF district.

Clear description of how disadvantaged, underserved communities will be engaged in the process and the proactive activities that will be undertaken to engage these populations (translators, preparing materials in multiple languages, hosting meetings in the evenings and/or weekends, etc.).
A panel of LACMTA staff will evaluate all applications. TIF applications may include evaluators from SCAG. Applicants who do not receive award will have an opportunity to appeal to Metro’s Technical Advisory Committee following Board of Directors’ action on staff recommendations for award. Unsuccessful applicants will receive an email by LACMTA notifying them of the opportunity to appeal. Unsuccessful applicants interested in presenting their appeal should reply to LACMTA’s project manager.

*Disclaimer:* Please note that successful award does not imply County participation in future TIF District.

### VI. ELIGIBLE COSTS

Applicants will develop and submit a budget as part of the application. Funds awarded will not exceed the budget submitted and may be less if the key objectives can be achieved at lower costs. Any cost overruns shall be the responsibility of the applicant. The grant can fund:

a. Both third party consulting costs and internal staff costs for staff directly providing services with respect to the project will be eligible for funding. Such eligible costs shall not include overtime costs.

b. Costs associated with community outreach may include food, and non-cash incentives. Such proposed expenditures must be approved by Metro in advance of incurring costs.

### VII. NON-ELIGIBLE COSTS

a. Third party consultants and contracted staff costs such as equipment, furniture, rental vehicles, mileage, food, office leases or space cost allocations.

b. Applicant staff overtime costs, mileage reimbursements, food and use of pool cars.

### VIII. GENERAL AND ADMINISTRATIVE CONDITIONS

a. **Duration of Grant Projects.** Projects’ schedules must demonstrate that the projects can be completed, including related actions by the governing body (if any), within 36 months of award.

b. **Governing Body Authorization.** Completed TOD Planning Grant Program and TOC TIF Feasibility Study applications must include authorization and approval of the grant submittal and acceptance of award by the governing body, if required, within three months of notification of award.

c. **Grant Agreement.** Each awarded applicant must execute a Grant Agreement with Metro. The Agreement will include the statement of work, including planning objectives
to be achieved, the financial plan reflecting grant amount and any local match, if applicable, as well as a schedule and deliverables. The schedule must demonstrate that the project will be completed within 36 months from the date of execution.

d. **Funding Disbursements.** The Program is reimbursement-based. Funding will be disbursed on a quarterly basis subject to satisfactory compliance with the expenditure plan and schedule as demonstrated in a quarterly progress/expense report supported by a detailed invoice demonstrating the staff and hours charged to the project, any consultant hours, etc. An amount equal to 5% of each invoice will be retained until final completion of the project and audits. In addition, final scheduled payment will be withheld until the project is complete and approved by Metro and all audit requirements have been satisfied. All quarterly reports will be due on the last day of the months of October, January, April, and July. Project expenditures that reach 75% of grant budget will be put on suspension when they are behind in submitting a series of quarterly reports and deliverables. Grantees are responsible for submitting on-time completed quarterly reports and invoices. Reports that are delayed or incomplete will result in payments being suspended until the work is on schedule and deliverables are provided according to the Scope of Work and Attachment A.

e. **Audits.** All grant program funding is subject to Metro audit. The findings of the audit are final. At the Project Manager’s discretion, informal audits will be administered by the project manager for grant awards under $750,000. Grant awards above the $750,000 threshold will be assigned a formal audit.

f. **Contract Management.** Program and contract grant management shall be administered by the City staff. City staff must clearly define roles of staff administration and management and may budget through the grant to hire contract staff to assist in managing the program. The contractor or consultant must be defined in the grant application and scope of work. Contractor or consultant staff shall not be associated with the hiring of consultants to perform the development of the regulatory documents.

g. **Design Guidelines.** Program outreach activities will adhere to Metro’s logo and design requirements and standards by clicking on the following link: [https://media.metro.net/projects_studies/tod/images/Metro Logo Guidelines.pdf](https://media.metro.net/projects_studies/tod/images/Metro Logo Guidelines.pdf)

h. **Metro Adjacent Development Review Process.** To ensure that future development in the vicinity of Metro’s right-of-way (ROW) is designed and constructed to allow for continuous safe operations of the transit network, the Grantee shall comply with the Metro adjacent development review process as outlined in the Grant Agreement.

i. **Program Conditions-** Delivery of draft work products at significant milestones and quarterly project briefings will be coordinated with Metro grant administrator.

  - Grant recipients are required to share their proposed draft RFP, draft consultant contract and draft regulatory documents to Metro project staff prior to City approval.
• Quarterly briefings will be conducted with Metro staff throughout the project schedule at significant milestones, i.e., kick off meetings, draft documents, outreach events and committee approvals, etc.

• Grantee shall demonstrate that it can meet project milestones and stay within the budget identified in the Grant Agreement. If at the time Grantee has expended seventy-five percent (75%) of the Grant Funds and Grantee has not demonstrated that the work is sufficiently complete consistent with Grant Agreement, LACMTA’s Project Manager will notify Grantee’s Project Manager through written notice that payments will cease until a mutually agreed-to cost control plan is in place. In the case of insufficient funds to complete the Project, no further payments will be made and Grantee will identify and secure additional funds to complete the project identified in Attachment A.

IX. Deobligation of Funds. Grantee must demonstrate timely use of the funds and effective implementation of project scope of work by:

a. Executing the Agreement within sixty (60) days of receiving formal transmittal of the Agreement from LACMTA.

b. Meeting the Project milestone and deliverable due dates as stated in the Project Schedule and Budget, and Scope of Work.

c. Timely submitting of the Quarterly Progress/Expense Reports as defined in Part II, Section 2 of the Agreement and the Reporting and Expenditure Guidelines; and

d. Expending funds granted within thirty-six (36) months from the date the Grant Agreement is fully executed.

e. Procuring contract/consultant to complete grant Scope of Work within six (6) months of agreement execution with LACMTA.

f. Notifying LACMTA as soon as grantee is aware of any changes and circumstances which alter the eligibility of the Board approved project.

In the event that timely use of funds and effective implementation of the project scope of work is not demonstrated, the Project will be reevaluated by LACMTA as part of its annual budget recertification of funds/TOD Planning Grant Program deobligation process and the Funds may be deobligated and reprogrammed to another project by the LACMTA Board of Directors. Prior to LACMTA Board of Directors’ action to deobligate funds, Grantees recommended for deobligation will have an opportunity to appeal to Metro’s Technical Advisory Committee. Grantees will receive a letter by LACMTA notifying them of the opportunity to appeal. Grantees interested in presenting their appeal should reply to LACMTA’s project manager.

Administrative extensions may be granted under the following conditions:

a. Project delay due to an unforeseen and extraordinary circumstance beyond the control of the project sponsor (legal challenge, act of God, etc).
b. Project delay due to an action that results in a change in scope of work or project schedule that is mutually agreed upon by LACMTA and the project sponsor prior to the extension request.

c. Project fails to meet completion milestone, however public action on the proposed regulatory change(s) has been scheduled and noticed to occur within 60 days of the scheduled completion milestone.

d. Administrative time extensions longer than 6 months will require a formal written amendment of the grant agreement.

Informal administrative amendments may be granted under the following conditions:

a. Project that requires a one-time 6-month time extension based on the Administrative extensions conditions noted above may be eligible for an informal administrative approval. Informal administrative approval will be provided via a signed letter from Metro Project Manager. The Metro Project Manager must secure concurrence from the Senior Executive Officer.

Upon full execution of agreement, Grantee has committed to having the staffing necessary to fulfill the scope of the project. Therefore, inadequate staffing shall not be considered a basis for administrative extensions or appeal of deobligation of funds.

If Grantee does not complete an element of the Project, as described in the Scope of Work, due to all or a portion of the Funds lapsing, the entire Project may be subject to deobligation at LACMTA’s sole discretion. In the event that all the Funds are reprogrammed, the Project shall automatically terminate.
## Transit Supportive Planning Toolkit

### 10 Transit Supportive Planning Elements

<table>
<thead>
<tr>
<th>Element</th>
<th>Description</th>
<th>Example</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Compact Design</strong></td>
<td>Higher density, especially within a quarter or half mile of a transit facility, can impact travel behavior by providing more opportunities to live in close proximity to transit.</td>
<td>Complete Neighborhoods</td>
</tr>
<tr>
<td><strong>Street &amp; Network Connectivity</strong></td>
<td>Well-connected streets and non-automobile networks bring destinations closer together, reduce travel distances, and improve pedestrian and bicycle access to adjacent areas and uses.</td>
<td>Site Layout, Parking Layout &amp; Building Design</td>
</tr>
<tr>
<td><strong>Affordable Housing</strong></td>
<td>Low-income residents often have some of highest rates of transit ridership. Adding new affordable housing near transit can improve access to employment, health care, and education opportunities and reduce commuting cost for low-income families.</td>
<td>Commercial Stabilization, Business Retention &amp; Expansion</td>
</tr>
<tr>
<td><strong>Transit Prioritization, Accessibility &amp; Area Design</strong></td>
<td>Prioritizing transit and active transportation as the first and highest priority of a circulation network may result in increased transit service, through better travel times and speeds, which can result in significant transit ridership.</td>
<td>Parking Management</td>
</tr>
</tbody>
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Commercial stabilization measures can help protect and encourage existing small, local businesses that serve the needs of neighborhood residents. Efficient parking management can reduce the parking supply needed, allowing an increase in land use intensity, mix of uses, wider sidewalks, and bike networks.
TDM strategies influence a variety of factors to encourage greater transportation system efficiency, including trip mode, trip timing, travel safety, and trip cost.

Adding pedestrian and bicycle amenities to station areas and connecting those facilities to the surrounding area can create a more accessible transit environment, encouraging new riders.